



# Commonwealth of Kentucky

## MASTER AGREEMENT

### IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> Janitorial Services - Scott County I-75 Rest Area			
<b>Doc ID No:</b> MA 605 1200000371 2		<b>Proc Folder:</b> 2267716	
<b>Procurement Type:</b> Standard Services			
<b>Effective Date:</b> 2011-10-03		<b>Expiration Date:</b> 2012-09-30	
		<b>Not To Exceed Amount</b>	
<b>Administered By:</b> DARRELL BURKS		<b>Cited Authority:</b> FAP111-35-00-S	
<b>Telephone:</b> 502-564-4556		<b>Issued By:</b> Laura Stephens	

**Reason For Modification:** To add the following language to Section 1.05:

Staffing requirements, including any additional staff requested by the Department, shall be met with employees who are awake and working. A sleeping employee shall be considered non-productive and unavailable for work and therefore may lead to the assessment of a penalty as outlined below.

V E N D O R	WALTER A SMITH ENTERPRISES		
	111 EVERITT ST		
	LUFKIN	TX	75901
	US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Janitorial Services	0	0.00	DAY	1,527.50000	0.00	0.00

### Extended Description

#### Janitorial Service

Contractor shall provide labor, equipment, materials, and supplies to perform custodial and other grounds maintenance at the Interstate Rest Area facilities on I-75 in Scott County in District Seven for the Kentucky Transportation Cabinet Department of Highways.

See attached document for Terms and Conditions.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Supplemental Temporary Staffing	0	0.00	MNHR	12.00000	0.00	0.00

### Extended Description

#### Supplemental Temporary Staffing

Vendor shall provide additional temporary staffing upon request of the Department. Temporary labor staffing shall be provided to fulfill the demands and needs of the Rest Area facilities due to increased travel resulting from holidays, local events, and seasonal travel patterns. The Department shall provide Vendor a Delivery Order indicating the number of temporary staff individuals, gender, work shifts, and the beginning and ending dates and times. Vendor shall invoice the Department for the additional labor man-hours as a separate item on the regular monthly invoice. The Department does not guarantee any quantity of supplemental man-hours of labor, only those as requested by the Department. Any and all additional staffing above the minimum staffing level as determined in this Master Agreement must be approved by the District Rest Area Coordinator or a designee of the Chief District Engineer.

**Total Order Amount:**

**0.00**

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## Section 1—Specifications - [Service](#)

### 1.00— Performance Specifications

This Solicitation is for custodial and other grounds maintenance to be performed at the Interstate Rest Area facilities located at mile-point 127.014 on Northbound I-75 and mile-point 127.111 Southbound I-75 in Scott County, KY.

The anticipated start date of the contract is **October 3, 2011**. The successful bidder shall be prepared to begin services on that date.

The successful bidder shall be responsible for the daily maintenance of the Interstate Rest Area facilities to provide adequate levels of Custodial and Grounds Maintenance to assure that these facilities are maintained in a safe, clean, sanitary, and an attractive manner as described in these Terms and Conditions.

Custodial and other grounds maintenance shall consist of but not be limited to, the cleaning of the Rest Area Building(s), painting of designated areas, including the Pickup and Removal of Litter and Debris, Cleaning of Picnic Tables and Pads, Cleaning and Weeding of Shrub Bed Areas; Sweeping of Parking Areas and Sidewalks, Removal of Snow and Ice from Sidewalks, Removal of Leaves from Designated Areas, and the Collection and Disposal of Trash. Vendor shall perform any and all other custodial duties as deemed necessary by the Department.

The frequencies of cleaning and maintaining the Rest Area Facilities and Grounds are for the normal usage of the Rest Area. The terms "as needed" or "as necessary" are for unusual circumstances, such as heavy usage or peak demand and may require frequencies of cleaning and painting that are additional to the normal in order to provide Rest Area facilities that are safe, attractive, clean, and sanitary at all times.

The successful bidder shall furnish all labor, equipment, tools, and materials necessary to maintain the Rest Area facilities in a proper manner. The Kentucky Transportation Cabinet, Division of Maintenance shall approve all equipment and materials prior to their use.

The successful bidder shall also furnish and maintain all sharps containers, blood borne pathogen kits, and safety first aid kits. Employees of the Department of Highways Division of Employee Safety and Health will perform routine inspections of the rest area facilities to assure that these safety items are in compliance with OSHA standards. Any non-compliance will be reported to the District Rest Area Coordinator or his representative. **Failure to meet minimum compliance standards shall result in an assessment of 10% of the daily contracted rate in liquidated damages per each occurrence.**

The successful bidder shall replace in like kind all equipment, materials, and fixtures damaged by the successful bidder or its employees during the performance of custodial and ground maintenance services.

The successful bidder shall not alter the interior decor of nor add any seasonal or other decorations to the Rest Area Buildings without prior approval from the Department. The successful bidder shall not place any permanent fixtures onto nor drill any holes in the walls of the Rest Area Buildings without prior approval of the Department.

#### 1.01 - Custodial Maintenance - Rest Area Buildings:

Keep the door from the lobby to the rear storage room closed at all times with the exception of when the

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rest area shift supervisor(s) and the attendants enter and exit the lobby.

The restrooms will be open at all times with the exception of those time periods during the twenty-four-hour day when major cleaning will be performed. When restrooms are temporarily closed for cleaning, a sign will be placed at each entry point advising the public that the restrooms are being cleaned.

Provide the proper maintenance of the entire physical plant within the rest area facility including the minor repair of all mechanical and structural items unless otherwise noted. The Department will make repairs that are needed that are not deemed to be minor.

Storage areas located in the rear of the rest area building and in separate outside buildings on the premises are provided for the storage of supplies, materials, and equipment to be used in the cleaning and maintenance of the rest area facilities.

The successful bidder shall maintain the Vending Buildings and pick up the litter on the grounds surrounding the Vending Buildings as needed.

The successful bidder shall adhere to the following guidelines for specific maintenance activities for the Custodial Maintenance of the Rest Area Building:

**A) Lobby (Foyer):**

1. Sweep and mop the floor as needed during each shift, using an acceptable cleaner for mopping then rinse, and squeegee or mop the floor to a dry condition. Perform a major cleaning two (2) times per week.
2. Clean all of the displays one time during each shift using a nonabrasive glass cleaner; dust the top and the sides of each display one time each day and as needed.
3. Polish the drinking fountains one time during each shift using a nonabrasive cleaner.
4. Empty the ashtrays one time each shift and as needed.
5. Clean the telephones one time during each shift and as needed.
6. Clean the frames of entrance doors, inside and out, one time during each shift; clean the threshold and remove the scuff marks from the bottom of the doors; sweep out the door grills, and wet wipe as needed.
7. Clean the plate glass windows and the frames, inside and out, one time during each shift; spot clean for fingerprints as needed.
8. Dust and wipe the heater vents one time during each shift.
9. Clean the entire outside casings of the travel information kiosk and map dispenser one time during each shift and as needed.

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**B) Restrooms:**

1. Clean the lavatories, commodes, and urinals two times during each twenty-four hour period and as necessary; clean commodes and urinals with a non-acid bowl cleaner, taking care not to spill the bowl cleaner on the floor tile; disinfect and dry the commodes in a thorough manner, including both sides of the commode seat; clean the porcelain base of the commodes in a thorough manner down to the floor; clean the splash marks on the walls of the lavatories as needed.
2. Clean the stall partitions one time during each twenty-four hour period; spot clean the stall partitions as needed and remove all graffiti as it occurs; clean the bottom area of the stall partitions near the floor in a thorough manner; clean splash marks that result from mopping from the stall partitions as soon as they occur; dust the tops of the stall partitions one time during each twenty-four hour period and as needed.
3. Clean the mirrors one time during each shift and as needed.
4. Polish the hand dryers, plumbing fixtures, and metal fittings one time during each shift and as needed; dust the hand dryers one time during each twenty-four hour period to keep air vents open.
5. Mop the floors as needed during each shift and as needed with an acceptable cleaner; then squeegee or mop the floors to a dry condition. Perform a major cleaning two (2) times a week.
6. Wash the walls from the ceiling to the floor two (2) times each week and as needed using a disinfectant cleaner; remove graffiti as it occurs; clean the ceilings and the painted surfaces one time each week and as needed; remove the dust from the grills and the air vents in a thorough manner.
7. Dust and wipe the heater vents one time during each day. Vacuum the heater vent inlets one time each week and as needed.
8. Empty all sanitary napkin receptacles and trash receptacles once each day and as needed; place the contents in plastic bags, tied in a secure manner, and store in a designated area for disposal by the Department; apply an approved disinfectant to each sanitary napkin receptacle and trash receptacle after each cleaning.
9. Clean the Baby Changing devices one time each shift and as needed.
10. Clean the Diaper Disposal receptacles one time each shift and as needed.
11. Report all malfunctions of the mechanical systems or the electrical systems to the District Rest Area Coordinator in the Department of Highways District Office.

**C) Storage Area(s):**

1. Maintain the storage areas in a manner that is clean, neat, and orderly; lock and secure the storage areas at all times, with the exception of those times when it is occupied by personnel of either the successful bidder or the Department. The Department will provide one set of

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keys to authorized personnel of the successful bidder. The successful bidder shall provide any additional keys that are needed and replace any keys that have become lost.

2. Store flammable liquids in the outside storage building.
3. Do not allow television sets to be placed in the storage areas or on the premises of the Rest Area facilities.
4. Do not allow personnel of the successful bidder who are off duty to loiter in or around the storage areas or within the boundaries of the Rest Area facilities.
5. Do not allow pets or other animals in the storage areas.
6. Provide a private telephone line into each Rest Area Building storage area and pay for all telephone charges on a monthly basis.
7. Be responsible for any damage or loss from any cause to the tools, equipment, or materials that are the property of the contractor, or for the damage or loss of the personal property of the employees of the successful bidder.

#### **D) Vending Areas:**

1. Sweep and mop the floors one time during each twenty-four hour period and as needed.
2. Wash the walls from the ceiling to the floor one time each week; dust for cobwebs one time during each twenty-four hour period.
3. Clean light covers one time each week; replace bulbs (CFL) immediately as needed.
4. Clean sidewalks around the buildings one time during each twenty-four hour period and as needed.
5. Clean and empty ashtrays one time during each shift and as needed.
6. Clean telephones one time during each twenty-four hour period and as needed.
7. Empty the trash containers when they are three-fourths ( $\frac{3}{4}$ ) full or as needed.
8. Do not allow employees of the Vending Contractor(s) access to the storage areas within the Rest Area buildings or to the outside storage buildings.

#### **E) Mechanical and Structural Repairs:**

1. Make all minor repairs and supply the parts necessary to make the repairs, including but not limited to, supplying and replacing light bulbs (CFL) when they burn out (with the exception of picnic area and parking area lighting), fixing leaking faucets, replacing and tightening commode seats, toilet tissue containers and sanitary napkin disposal receptacles, making minor adjustments to doors, and supplying and repairing soap dispensers.

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2. Replace or repair all items that have failed as soon as possible and, at a maximum, within twenty-four (24) hours of the failure; replace failed items with the same brand or an equal brand to that of the original item. Failure to meet these requirements will result in a reduction of compensation as described in the section on inspection.
3. Repair any equipment that has been damaged because of lightning or other acts of nature that could not have been prepared for or prevented. Obtain written approval from the Project Manager before making any repairs that exceed \$25.00 in cost. Request the written approval to make the repairs as soon as the damage is noted and make the necessary repairs within three (3) days after receiving the written approval. The Department will reimburse the Successful bidder for the repair of any damaged equipment with the reimbursement cost based on the actual invoice cost of the replacement part plus the cost for the contract labor. The Department is the final authority in regard to settling any dispute that may arise concerning areas of responsibility. The Department also reserves the right to make repairs to damaged equipment at its discretion.
4. Utilize and implement a checklist of steps provided by the Project Manager or their representative to prepare for the threat of freezing temperatures. Prepare for and repair any damages that could have been prevented which occurred as a result of freezing temperatures. Failure to take precautionary steps that result in damages because of freezing temperatures will be the responsibility of the successful bidder to repair at his cost.
5. Wash, or supply and replace, all air conditioner filters a minimum of one time each week, and as necessary. Use disposable filters if desired.
6. Notify the District Rest Area Coordinator as soon as possible if a condition arises that requires the closing of the rest area to the traveling public, regardless of the time of day or night or day of the week. Also, notify the District Rest Area Coordinator as soon as possible if repairs or replacement parts are needed.

#### **F) Other Maintenance of Grounds and Parking Areas:**

Other maintenance of grounds and parking areas shall consist of, but not be limited to, the pick-up and removal of litter and debris from the grounds, parking areas and shrub bed areas; emptying trash containers; cleaning picnic tables, concrete pads, and other outside fixtures; cleaning sidewalks; weeding shrub bed areas; leaf removal; and removing snow and ice from sidewalks and entrance ways.

The successful bidder shall furnish all equipment, materials, tools and accessories necessary to perform this item of work, and adhere to the following guidelines for Other Maintenance of Grounds and Parking Areas:

1. Remove litter, trash, paper, and debris from the lawn areas, sidewalks, shrub beds, parking areas, driveways, and any other areas within the designated limits of the rest area facilities on a daily basis and as needed.
2. Empty trash receptacles on a daily basis when the plastic liner is three-fourths ( $\frac{3}{4}$ ) full and as needed. Place the full plastic liner bags in a designated area for removal by the Department.

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3. Treat spills of vehicular fluids (i.e., oil, diesel fuel, or antifreeze) with an absorbent material approved by the Department. Sweep up the material when the absorbent material has dried and place the sweepings in a trash receptacle.
4. Cordon off areas where a spill(s) of an unknown material has occurred with cones, tape, ribbon, or other deterrent to keep pedestrians and vehicular traffic away from the spill area. Follow instructions provided by the Department, which include the phone numbers of the proper authorities to be contacted for the cleanup of spills and for the proper procedures to follow in the event a spill occurs. DO NOT, under any circumstances, make any attempt to clean up any spill(s) of an unknown origin.
- 5. Remove snow and ice from the sidewalks during winter months as soon as slick or dangerous conditions occur; keep sidewalks clear on a continuous basis during the storm; utilize deicing materials provided by the Department. Failure to meet minimum compliance standards shall result in an assessment of 10% liquidated damages per each occurrence per shift. Liquidated damages referred to here fore are based upon the daily rate for janitorial services.**
6. Clean sidewalks, curb lines, parking areas, and picnic table sites on a daily basis and as needed. Perform this work with the use of vacuum type sweepers in areas that are accessible to the equipment, if desired.
7. Clean picnic tables and seats on a daily basis and as needed; remove bird droppings from tables, pads and seats as needed.
8. Remove leaves as needed from designated turf areas, parking areas, curb lines, and flower beds and planters, place them into plastic bags, and place the plastic bags in a designated area for removal by the Department.
9. Weed flowerbeds and planter areas on a biweekly basis or as needed.
10. Fly flags provided by the Department in a correct and acceptable manner.
11. Clean all yard lights, where applicable, at least monthly and replace bulbs as needed.

**G) Tourism Area:**

Perform one major cleaning of the tourism area during that period of the day when the tourism area is closed to the public. Perform a major cleaning of the tourism storage area as needed. Where applicable, tourism restroom facilities shall be cleaned by tourism personnel.

**1.02 - Additional Terms and Conditions:**

**A) Location:** The Rest Area facilities are located in Scott County on Northbound I-75 at mile-point 127.014 and on Southbound I-75 at mile-point 127.111

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**B) Rest Area Building (Northbound):** The Northbound Rest Area building has an outside dimension of thirty-two (32) feet by seventy-two (72) feet and is described as follows:

1. Lobby (Foyer) Area: The interior lobby (foyer) of the rest area building consists of a plate glass front with a double plate glass door in the center; floors and base that are terrazzo-tile; split face block walls; wood ceilings; two (2) semi-recessed pay telephones with an underlying shelf; four (4) wall mounted stainless steel drinking fountains; a wall-mounted DTN unit; a wall-mounted map dispenser; a comment card box.
2. Restroom Area for Men: The restroom for men in each rest room building is comprised of ceramic tile floor and walls and plaster ceiling, with the vestibule area have a floor of non-skid terrazzo tile, split face block walls and a wood ceiling. The restroom for men contains four (4) commodes, two (2) being accessible to disabled persons, separated by partition walls of sealed masonry blocks with toilet tissue holders attached and with stall doors of painted metal; seven (7) urinals; six (6) lavatories; six (6) wall mounted mirrors; four (4) soap dispensers; eight (8) wall mounted hand dryers; three (3) painted steel entrance/exit doors.
3. Restroom Area for Women: The restroom for women in each rest area building is comprised of a ceramic tile floor and walls and a plaster ceiling, with the vestibule area having a floor of non-skid terrazzo tile, split face block walls, and a wood ceiling. The restroom for women contains thirteen (13) commodes, with two (2) being accessible to disabled persons, separated by partition walls of sealed masonry blocks with toilet tissue holders and recessed wall-mounted stainless steel sanitary napkin receptacles attached and with stall doors of painted metal; eight (8) lavatories; eight (8) wall mounted mirrors; six (6) soap dispensers; eight (8) wall mounted hand dryers; three (3) painted steel entrance/exit doors.
4. Storage Area: The rear storage area/plumbing chase in each rest area building consists of a concrete floor, concrete block walls, and a plaster ceiling; three (3) painted steel entrance/exit doors; one (1) hot water heater; two (2) outside ashtray urns; and shelving for storage of supplies.

**C. Rest Area Building (Southbound):** The Southbound Rest Area building has an outside dimension of thirty-two (32) feet by seventy-six (76) feet and is described as follows:

1. Lobby (foyer): The interior lobby (foyer) of the rest area building consists of a plate glass front with a plate glass double door in the center, six (6) feet in width; floors and base that are terrazzo-tile; split face block walls; wood ceilings; two (2) semi-recessed pay telephones with an underlying shelf; four (4) wall mounted stainless steel drinking fountains.
2. Restroom Area for Men: The restroom for men is comprised of ceramic tile floors and walls and a plaster ceiling, with the vestibule area having a floor of non-skid terrazzo tile, split face block walls, and a wood ceiling. The restroom for men contains five (5) commodes, two (2) being accessible to disabled persons, separated by partition walls of sealed masonry blocks with toilet tissue holders attached and with stall doors of painted metal; eight (8) urinals; six (6) lavatories; three (3) wall mounted mirrors; four (4) soap dispensers; eight (8) wall mounted hand dryers; three (3) painted steel entrance/exit doors.
3. Restroom Area for Women: The restroom for women is comprised of ceramic tile floors and walls and a plaster ceiling, with the vestibule area having a floor of ceramic tile, split face block walls, and wood ceilings. The restroom for women contains thirteen (13) commodes, two (2)

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being accessible to disabled persons, separated by partition walls of sealed masonry blocks with toilet tissue holders and recessed wall-mounted stainless steel sanitary napkin receptacles attached and with stall doors of painted metal; eight (8) lavatories; three (3) wall mounted mirrors; six (6) soap dispensers; eight (8) wall mounted hand dryers; three (3) painted steel entrance/exit doors.

4. Storage Area: The rear storage area/plumbing chase in the rest area building consists of a concrete floor, concrete block walls, and a plaster ceiling; two (2) painted steel entrance/exit doors; one (1) hot water heater; shelving for storage of supplies.

**D) Service Area:** The service area at each rest area consists of one (1) outside storage building at both northbound and southbound locations.

**E) Vending Area:** The vending area at each rest area facility consists of a concrete block structure with a brick facing that is open on the front and on each end; a ceiling of textured panels; a concrete floor; and a rear storage area.

**F) Grounds and Parking Area:** The grounds and parking areas of the Northbound Rest Area facility consist of forty-two (42) aggregate waste containers; nineteen (19) wooden benches; fifteen (15) picnic tables with concrete pads; fourteen (14) picnic grills; one (1) flagpole; concrete sidewalks; ninety-two (92) car spaces, forty-six (46) truck spaces, and ten (10) bus and RV spaces. The grounds and parking areas of the Southbound Rest Area facility consist of forty-two (42) aggregate waste containers; ten (10) wooden benches; seventeen (17) picnic tables with concrete pads; sixteen (16) picnic grills; one (1) flagpole; concrete sidewalks; one hundred three (103) car spaces, forty-seven (47) truck spaces, and ten (10) bus and RV spaces.

### 1.03 - Definition of Terms

**Clean** - Free from visible dirt, contamination or impurities, unsoiled, and unstained.

**District Rest Area Coordinator** - A district employee of the Kentucky Department of Highways designated to manage the contract on a daily basis by the Chief District Engineer.

**Fixtures** - Commodes, sinks, urinals, hand dryers, soap dispensers, water fountains, and any other appurtenances located within the rest area facilities.

**Grounds-** The designated areas exclusive of parking areas, driveways and ramps surrounding the rest area building(s) containing lawn type areas, shrub beds, sidewalks, picnic sites and tables.

**Major Cleaning-** Machine scrubbing of floors, hand scrubbing of walls, rinsing/ squeegeing /sanitizing / drying all surfaces

**Minor Electrical** - Basic replacement of light bulbs, fixture covers, switch plates and receptacle covers.

**Minor Plumbing** - Basic unclogging of drains or pipes, repair or replacement of washers in leaky faucets, and repair or replacement of soap dispensers.

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**Neat** - Clean and in good order, trim, tidy, properly fit.

**Overhead** - Overhead shall consist of, but not be limited to, costs for administration, benefits, insurance, office supplies, or other items related to the management of this contract.

**Parking Areas** - Designated areas within the facility with a bituminous or concrete surface delineated for the parking of autos, trucks, or other highway vehicle, including driveways and entrance and exit ramps.

**Project Supervisor** - A local supervisory employee, provided by the Successful bidder, to be available for call twenty-four (24) hours a day **in addition to being on site for work shifts 1 and 2.**

**Repair** - To put back in good condition after decay or damage; to restore an existing item to a previous working condition.

**Replace** - To take the place of; to provide a substitute or an equivalent for an item gone, destroyed, damaged, or worn out.

**Rest Area Attendant** - An employee of the successful bidder.

**Rest Area Building** - The structure containing a rest room for both men and women, a lobby, foyer, or breezeway, and a storage area.

**Rest Area Manager** - A district employee of the Kentucky Department of Highways designated by the Chief District Engineer to perform random inspections of the Successful bidder on a daily basis.

**Rest Area Shift Supervisor** - An employee of the successful bidder who supervises and is present and on duty during each shift at a Rest Area location(s).

**Safe** - Free from damage or risk of injury.

**Sanitary** - Promoting healthful conditions by the elimination of dirt and agents of disease or infection through ventilation, cleansing, and disposal of waste.

**Vending Building** - The structure(s) provided for the dispensing of consumable goods to traveling motorists.

#### **1.04 - Background Checks:**

All employees shall be at least 18 years of age. All employees of contractor shall have a criminal records check prior to beginning work on this contract. The contractor shall obtain the criminal records check from the Information Center, Kentucky State Police, Administrative Office of the Courts, or any legal reporting agency. All contractor employees (including replacement or temporary) shall have a current criminal records check. For purposes of this contract current shall mean less than thirty (30) days prior to employment. If a contract employee has resided in a state other than Kentucky within the past seven (7) years, a criminal records check shall also be required from that state. This information shall be provided to Kentucky Transportation Cabinet, Division of Purchases, 4<sup>th</sup> Floor East, 200 Mero Street, Frankfort, Kentucky 40622, and shall be on file prior to any work assignment. A consent/release form is attached to this document and shall be completed and notarized.

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All employee criminal background checks shall be reviewed by the Department. It is expressly understood and agreed, however, that an employee with any history of sexual misconduct, assault, theft, or felony shall be disqualified and removed from providing any service under this contract. In addition, an employee that has been dismissed for cause at any rest area location shall not be rehired to work at another location. Failure to comply with the above provisions shall result in contract termination.

#### **1.05 - Personnel Requirements:**

The successful bidder shall provide a minimum staff of four (4) employees comprised of one (1) Rest Area Shift Supervisor (male or female), one (1) male attendant, one (1) female attendant, and one (1) additional attendant (male or female) to be present and on duty during the first shift at each rest area facility. Minimum staffing for the second shift shall consist of three (3) employees; one (1) Rest Area Shift Supervisor (male or female), one (1) male attendant, and one (1) female attendant to be present and on site at each facility. The successful bidder shall also provide a minimum staff of two (2) employees comprised of one (1) male attendant and one (1) female attendant to be present and on duty during the third shift at each rest area facility. One of these employees (attendants) shall be designated as the Rest Area Shift Supervisor. **In addition, the successful bidder shall provide one (1) Project Supervisor to be present on-site and on duty for each of the first and second shifts supervising both (Northbound and Southbound) rest area facilities.**

These minimum staffing requirements equate to nine (9) employees for the first shift, seven (7) employees for the second shift, and four (4) employees for the third shift for a grand total of twenty (20) employees for both facilities in a twenty-four hour day.

This staffing is necessary to maintain the buildings in a safe, sanitary, clean, and an attractive manner at all times seven (7) days a week, twenty-four (24) hours a day. The need for additional personnel will be determined by the vendor, but must be adequate to fulfill the daily obligations of the scheduled Rest Area custodial and grounds maintenance required. This combination of female and male attendants allows for a more efficient staff in that they have access to restrooms without closing them temporarily for light duty cleaning and replacement of materials.

The Department may require higher staffing levels during holidays or other peak demand times. The Contractor's charge for staffing levels above the minimum when required by the Department shall be paid at the price per man hour bid on line 2 of the Master Agreement.

**Staffing requirements, including any additional staff requested by the Department, shall be met with employees who are awake and working. A sleeping employee shall be considered non-productive and unavailable for work and therefore may lead to the assessment of a penalty as outlined below.**

**In the event that the successful bidder does not meet the minimum staffing requirement and/or the requirement for additional staffing during peak times and holidays as directed by the Department, the Department shall assess liquidated damages in the amount of 10% for each occurrence per shift, per day. Each assessment of liquidated damages shall be deducted from the compensation due the successful bidder.**

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Assist motorists with information only in a manner so as to reflect favorably on the Commonwealth of Kentucky and on the successful bidder providing the service. Instruct employees to be courteous to the public at all times.

The District Rest Area Coordinator will provide telephone numbers of gas stations, auto repair shops, AAA clubs, and other entities that provide for public services, which are local to the rest area facility, as well as emergency telephone numbers (police, hospitals, 911). These numbers shall be posted on the bulletin board. The shift supervisor shall make this information available to motorists needing assistance.

Provide a local Project Supervisor who will be available for calls on a twenty-four (24) hour per day basis in addition to being on site during work shifts 1 and 2. The Project Supervisor shall conduct weekly on-site inspections of the Rest Area.

Such inspections shall be documented using a Weekly Inspection Form provided by the District Rest Area Coordinator. A copy of all Weekly Inspection Forms shall be attached to the successful bidder's monthly invoice to the Department.

At the discretion of the Department, the successful bidder's representative and his supervisor shall tour the Rest Area Facilities with the Project Supervisor or his representative, the District Rest Area Coordinator or his representative, and the Rest Area Manager during a scheduled inspection to discuss problem areas and previous problems with any noncompliance.

Ensure that all shift supervisors are competent, careful and reliable, and that all employees have sufficient skill and experience to properly perform the work assigned them and to operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the specifications, or the District Rest Area Coordinator may take action as prescribed below.

When an employee of the Vendor conducts himself in an incompetent, intemperate, disorderly, or an insubordinate manner on the Rest Area premises, the District Rest Area Coordinator or Rest Area Manager may request the Project Supervisor to remove the disorderly employee from the work site within one hour of the request. If the employee refuses to vacate the Rest Area premises upon request, the Department shall, if deemed necessary, employ law enforcement officials for the employee's removal to insure the safest environment possible for all concerned parties and the general public. The employee shall not return to the Rest Area work site until a thorough investigation by the Department and/or the Vendor and a final disposition of the occurrence is achieved by mutual agreement of both the Vendor and the Department. Once the employee vacates the premises the Vendor shall immediately provide staffing to replace the employee.

The successful bidder shall protect, defend, indemnify and hold the Commonwealth, its agents, officials, and employees harmless from any and all claims, actions or suits arising from such removal, discharge or suspension of the successful bidder's employees.

The rest area buildings are "Smoke-free" facilities. As such, the successful bidder shall require employees to adhere to this policy at all times when inside the rest area building.

#### **1.06 - Uniforms of Successful Bidder's Personnel**

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The successful bidder shall provide uniforms, at no cost, to all employees on duty at each Rest Area to identify them as **Rest Area staff**. Uniforms for all employees shall match in color and style. Uniforms shall be approved by the Department and shall comply with the following general specifications:

Shirt/Blouse: Light blue, Dacron polyester/combed cotton, long or short sleeves

Trousers/Skirt: Dark blue, Dacron polyester/combed cotton

Jumpsuit: Dark blue, Dacron polyester/combed cotton (Optional Use)

Jacket: Dark blue, Dacron polyester/combed cotton

Cap: Dark blue, woven polyester, baseball type (optional use)

Belt: Black or brown

Shoes: Black or brown

The successful bidder shall provide uniforms for all employees within thirty (30)-days of the effective date of the Master Agreement contract. The successful bidder shall also provide uniforms for all new employees who are hired after the initial thirty-day period within five (5) days of being hired.

Vendor shall provide jumpsuits for any new employees until their official uniforms are received within the five (5) day period indicated in the preceding paragraph. In addition, jumpsuits shall also be provided by the Contractor for all temporary labor. All jumpsuits shall meet specifications as listed above. At no time following the initial thirty (30) days following the effective date of the Master Agreement shall any employee not be dressed in an approved official uniform or jumpsuit.

The successful bidder's employees shall be required to be in full uniform at all times while on duty. Employees shall report to work each day in clean and neat uniforms. Uniforms shall be kept as clean and neat as possible under the working conditions. Uniforms for all employees shall be identical and shall match in color and style. Employees shall keep shirts and blouses buttoned and tucked inside trousers or skirts. Employees shall display a patch or badge over the left shirt, blouse, or jacket pocket to identify an employee as a "Rest Area Employee" at all times while on duty. **Failure of an employee of the successful bidder to comply with the wearing of uniforms while on duty shall result in an immediate assessment of 5% of the daily contracted rate in liquidated damages per incident.**

Three or more incidences of the assessment of a penalty for failure of an employee to comply with these uniform requirements will result in the issuance of a Performance Evaluation Document by the Division of Purchases.

## 1.07 - Orientation

Upon the award of a Master Agreement and before work begins, the Central Office Division of Maintenance will conduct a training session with the successful bidder's supervisory personnel detailing policy and procedures to be adhered to by the successful bidder.

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### 1.08 - Contract Hours

The successful bidder shall provide a Rest Area Shift Supervisor to be present and on duty at the Rest Area Facility at all times each day of the contract year. Work shifts shall be scheduled as follows at this facility:

***Shift 1 - 7:00 A.M. - 3:00 P.M.***

***Shift 2 - 3:00 P.M. - 11:00 P.M.***

***Shift 3 - 11:00 P.M. - 7:00 A.M.***

The successful bidder shall provide a sheet in the rear storage area, which shall be designated for sign-in and sign-out of each employee for each shift. The successful bidder shall also provide a shift schedule for each employee that is available for review at any time by the Department.

### 1.09 - Inspections

The District or Department may inspect the performance of the work by the successful bidder during each twenty-four (24) hour period each day of the week or as deemed necessary by the Department. A copy of the inspection report will be provided to the successful bidder's Shift Supervisor on duty at the time of the inspection. The Division will also conduct impromptu inspections at random times. Inspections are subject to penalties per the current Rest Area Inspection Form.

In the event of unsatisfactory work on a given day or days, the Department may assess liquidated damages in accordance with the current Rest Area Inspection Form depending upon the extent of the unsatisfactory performance.

The successful bidder will be notified immediately of any unsatisfactory performances documented with assessed liquidated damages. An inspection score resulting in a 15% or greater penalty shall result in the vendor receiving a vendor complaint. Three (3) or more incidences of the assessment of liquidated damages for unsatisfactory work will result in the issuance of a show cause letter by the Division of Purchases.

The Department also reserves the right, in the event of an unforeseen emergency, to have the successful bidder perform additional work to restore the rest area to an acceptable standard of cleanliness and safety.

### 1.10 - General Information

The successful bidder shall be issued keys to the facility necessary to perform cleaning tasks and shall agree to pay a fee to the Transportation Cabinet to cover all expenses associated with re-keying the facility if the successful bidder or his representatives lose the keys or they are not accounted for. The successful bidder agrees to abide by and to require their employees to adhere to the Cabinet's "Key Control System" and conditions as outlined below:

The successful bidder or his representatives shall not make or knowingly permit to be made, nor otherwise obtain, procure or provide any unauthorized copy or facsimiles of said key(s).

The loss of any key(s) referred to under this section shall immediately be verbally reported to the proper

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authority of the facility/office and followed up by a detailed written report of the circumstances resulting in the loss.

The successful bidder or his representatives shall not permit any person the use of key(s) in their possession under any circumstance other than a bona fide emergency without the prior approval of the proper authority of the office.

The successful bidder shall agree to pay a fee of one hundred dollars (\$100.00) for each key issued to the successful bidder which cannot be returned or accounted for upon demand or upon termination of the contract. Keys duplicated by commercial locksmiths or by other means are not acceptable and such keys shall be considered as lost.

The successful bidder shall further agree that if loss of keys jeopardizes the security of the entire facility/office or a sensitive part of the facility/office, the successful bidder shall pay for the total cost of re-keying or re-coring for the entire facility/office or the particular area affected.

#### **1.11 - General Requirements**

The successful bidder shall be completely responsible for satisfactorily managing and performing custodial and other grounds maintenance services necessary to assure a clean orderly condition of the service locations.

The services performed under this contract shall be subject to inspection and approval by a representative of the Kentucky Transportation Cabinet, Department of Highways. A sample inspection form will be provided to the successful bidder during the initial walk through.

The successful bidder shall provide a representative who shall be available in person or can be reached at a local telephone number during the operational hours of the Department of Highways, District 7 (7:30 a.m. to 4:30 p.m. Monday through Friday), Except legal holidays for the purpose of service evaluation, complaints, scheduling of project work, and other activities as necessary. Failure to comply with this requirement will result in a request for the termination of the contract.

#### **1.12 - Department's (Customer) Responsibilities: (DOH D-7)**

Customer will provide storage space for the successful bidder's equipment and supplies. The successful bidder shall supply their own lock (if required) to secure the storage space.

Customer will not provide telephone service. The successful bidder may arrange for a private outside business line at his or her own expense. Use of existing phones by contract personnel shall be strictly prohibited. Customer reserves the right to require the removal of any contract employee who disregards this prohibition.

Customer shall provide and maintain all fire extinguishers, and provide such light, water and electricity as are necessary to perform the services. Successful bidder will use these facilities sparingly.

The Department may find it necessary to temporarily close the entire facility for structural and infrastructural repairs. In many cases the length of time required for the closure is unknown. When necessary repairs result in the total closure of the rest area facilities involving a blockage of traffic at the

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entrance ramp, payment of the contract at the daily rate shall cease after a period of seven (7) days. The seven day time period shall begin upon written notification by District personnel to the Rest Area supervisor that the facility is being closed and the Contractor's employees are no longer required to report for work at the location. The contractor shall be provided written notice a minimum of seven (7) days prior to the re-opening of the facility.

### **1.13 - Agency Representatives:**

#### **Primary Contact**

Matthew Bland

Roadside Environment District Administrator

Department of Highways – District 7

763 W. New Circle Road, Bldg 2

P.O. Box 11127

Lexington, KY 40512-0127

Office Phone: 859-246-2355

Cell Phone: 859-229-7548

E-mail: [Matthew.Bland@ky.gov](mailto:Matthew.Bland@ky.gov)

#### **Secondary Contact**

Larry Martin

Rest Area Manager

Dept. of Highways- Dist 7

763 W. New Circle Road, Bldg 2

P.O. Box 11127

Lexington, KY 40512-0127

Office: 859-246-2355

Cell Phone: 859-333-4654

E-mail: [Larry.Martin@ky.gov](mailto:Larry.Martin@ky.gov)

### **1.14 - Contractor's (Successful bidder) Responsibility:**

Successful bidder shall be held responsible for satisfactory work in accordance with the specifications and terms of the contract.

The successful bidder shall provide all cleaning supplies, chemicals, materials and equipment, paper, plastic products, bathroom supplies, and all other appropriate items required for providing acceptable service under this contract agreement and in accordance with the cleaning schedule attached hereto and made part hereof.

Floor finish shall be non-staining, shall provide a high degree of slip protection and shall meet specifications of the Underwriters Laboratory. Disinfectant detergent cleaners shall be used for all normal cleaning purposes. Other cleaners shall not be harmful to the surfaces to which they are applied. Dust mop treatment materials that leave an oily residue shall not be used.

Upon contract award, successful bidder shall submit a list of all materials to be used in providing the cleaning service. Prior to the commencement of services under the contract, the successful bidder shall furnish the D-7 building manager or his/her authorized designee with material safety data sheets (MSDS) for all chemicals that shall be used at the sites. Customer shall approve or disapprove any product prior to its use. Failure to provide the material safety data sheets for each chemical used at the site may result

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in the cancellation of the contract.

Successful bidder shall post in the service area:

1. Rules and regulations governing the successful bidder's employees while in the building;
2. A copy of the cleaning schedule herein provided;
3. Material safety data sheets for all chemicals used at each building. A copy of the material safety data sheets for all chemicals shall be submitted to the building manager for the service location prior to the chemical's use. The Customer has the right to approve or disapprove the use of any chemicals. Failure to provide these MSD sheets to the building manager or to post them in the service closets may result in the cancellation of the contract.

Successful bidder shall be responsible for any breakage, damage or loss through carelessness.

Please refer to Inspections, for inspection specifications.

#### **1.15 Qualified Bidder Status**

A vendor claiming "qualified bidder status" shall submit **with the bid submission** for any current employee, who will work under the awarded contract and having a qualifying disability, written documentation verifying from a qualified third party (Kentucky Office of Vocational Rehabilitation, medical physician, psychiatrist, licensed therapist, or any socio-medical entity, such as the Social Security Administration, having the capability and authority to verify an individual's disabilities). Vendor shall provide written documentation for each employee claiming disability status. In the event staffing cannot be met with current employees, the vendor shall present a statement from one or more of the above listed agencies certifying they will assist the vendor with staffing needs. The vendor shall also provide a written plan describing how it will achieve the 75% man-hour requirement.

The vendor receiving the contract, upon submission of invoices for payment, shall submit a notarized affidavit verifying the percentage of direct man-hours for labor provided by persons with disabilities. Attached to each invoice shall be copies of daily timesheets indicating each employee and number of hours worked. Invoices and all supporting documentation shall be sent to:

**Kentucky Transportation Cabinet**  
**Division of Maintenance, 3<sup>rd</sup> Floor East**  
**Attn: Darrell L. Burks**  
**200 Mero Street**  
**Frankfort, KY 40622**

**If at any time the successful bidder should fall below the 75% requirement, a deduction of five hundred dollars (\$500.00) shall be assessed from compensation for that monthly payment.** The assessment of the penalty will result in a cure notice sent by the Division of Purchases and the filing of a Performance Evaluation Document. The agency has thirty days to rectify such deficiency. Failure by the vendor to meet the 75% requirement any two consecutive months shall result in termination of the contract.

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### 1.16 - Contractor Representatives

Each bidder shall indicate in the space provided the names of the persons (including phone number and address) responsible for the coordination of all performance issues under the contract.

	Primary Contact	Secondary Contact
Name:	Walter Smith	Kathy Ruid
Title:	President	General Manager
Agency:	Walter A Smith Enterprises	Walter A Smith Enterprises
Office Phone:	936-414-9767	
Cell Phone:	936-414-9767	606-356-3705
Fax:	936-639-9772	936-639-9772
Address:	111 Everitt St	111 Everitt St
City, State, Zip:	Lufkin, TX 75901	Lufkin, TX 75901
E-mail:	waseinc@yahoo.com	waseinc@yahoo.com

### 1.17 - Sub-contractor(s)

**NONE**

### 1.18 - Insurance

- A. The successful bidder shall keep in effect at all times Contractor's General Liability Insurance with limits of liability of \$1,000,000.00 per occurrence.
- B. The successful bidder shall furnish Vendor must submit an ACORD Certificate with the certificate holder listed as:
 

Kentucky Transportation Cabinet  
Division of Purchases 4th Floor East  
200 Mero Street  
Frankfort, KY 40622
- C. The contract number for which the insurance is issued shall be stated clearly on each certificate. Failure to furnish said certificates or to indicate the contract number shall be grounds for cancellation of the contract. The Contractor shall provide an up-to-date copy of the certificate each year upon renewal.
- D. It shall be the successful bidder's responsibility to maintain this coverage at all times. Failure to do so shall result in cancellation of the contract.
- E. The successful bidder shall require the Insurer to provide a Certificate of Insurance that shall indicate the Commonwealth and its agents as a named insured for the contract resulting from this solicitation.
- F. The insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the agencies.

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- G. The insurance coverage shall be in compliance with the laws of the Commonwealth of Kentucky and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky.

### **1.19 - Workers' Compensation and Unemployment Insurance**

KRS 45A.480 requires the Contractor providing maintenance to State facilities to comply with the Commonwealth's requirements pertaining to Workers' Compensation Insurance and Unemployment Insurance. This statute requires the Contractor to provide the Commonwealth with an affidavit stating that all contractors and subcontractors employed, or to be employed in connection with this contract shall be in compliance with Kentucky requirements for Workers' Compensation Insurance (KRS Chapter 342) and Unemployment Insurance (KRS Chapter 341). An affidavit form is included with this solicitation.

## **Section 2—Terms and Conditions of the Master Agreement**

### **2.00—Scope of the Contract**

The KYTC Division of Purchases issues this Master Agreement for:

#### **Janitorial Services – Scott County Rest Areas**

### **2.01—Contract Components and Order of Precedence**

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

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## 2.02—Initial Contract Period

The Master Agreement will be for the initial period effective October 3, 2011 and will expire on September 30, 2012.

## 2.03—Optional Renewal Period

This Master Agreement may be extended at the completion of the initial contract period for 4 (four) additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

## 2.04—Divisions/Agencies to Be Served

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

### Division of Maintenance and Highway District 7

No shipments or services are authorized until an official Delivery Order has been fully processed by an authorized agency.

## 2.05—Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

## 2.06—Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to acquire large requirements through other competitive processes.

## 2.07—Basis of Price Revisions

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

- A. **Price Increases:** A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price

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increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

## **2.08—Addition or Deletion of Items or Services**

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

## **2.09—Changes and Modifications to the Contract**

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the KYTC Division of Purchases. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the KYTC Division of Purchases for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

## **2.10— Reduction in Contract Worker Hours/Employee Furlough**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document. The reduction of hours may be applicable to those contract workers that provide a service in state government buildings on a regularly scheduled basis, such as janitorial, security guard, mailing services, and food services. These services will be reduced in hours only in those circumstances where the buildings will be closed. A notification will be sent to the contract holder in advance of any scheduled reduction in contract hours.

## **2.11-Equipment**

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All equipment must be new and current model(s). The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

## **2.12—Basis of Shipment**

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

## **2.13—Notices**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

Darrell Burks  
Division of Maintenance  
Kentucky Transportation Cabinet  
Phone: 502-564-4556  
E-mail: [Darrell.Burks@ky.gov](mailto:Darrell.Burks@ky.gov)

With copy to:

Laura Stephens, CPPB  
Division of Purchases  
Kentucky Transportation Cabinet  
Phone: 502-564-4630  
E-mail: [Laura.Stephens@ky.gov](mailto:Laura.Stephens@ky.gov)

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

## **2.14—Deliveries**

Delivery at the earliest possible date is desired.

## **2.15—Inspection**

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All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

## **2.16—Invoices**

If the awarded vendor claimed "Qualified Bidder Status" upon submission of invoices for payment, a notarized affidavit shall be submitted verifying the percentage of direct man-hours for labor provided by persons with disabilities. Attached to each invoice shall be copies of daily timesheets indicating each employee and number of hours worked. Invoices and all supporting documentation shall be sent to:

**Kentucky Transportation Cabinet**  
**Division of Maintenance, 3<sup>rd</sup> Floor East**  
**Attn: Darrell L. Burks**  
**200 Mero Street**  
**Frankfort, KY 40622**

If the awarded vendor did not claim "Qualified Bidder Status" invoices shall be sent to the KYTC District 7 Office.

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities
- f. Unit prices; and
- g. Extended totals.

## **2.17—Payments**

A bill shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days. As an incentive for earlier payment, bidders for state contracts are encouraged to offer discounts for payments made in less than the prescribed 30 days.

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## 2.18—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

## 2.19—Subcontracts

The vendor shall notify the Commonwealth of any planned use of subcontractors in regards to the resulting contract. If the KYTC Division of Purchases is provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to the subcontract. Payments shall not be made to the subcontractor by the Commonwealth. Subcontractors having nonpayment issues that could not be resolved with the Vendor, should report in detail these incidents to the buyer of record for this solicitation.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants. Attached is the required affidavit regarding contractor or subcontractor employees.

The vendor is responsible for supplying the subcontractor with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.

## 2.20-Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the

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vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

#### 2.21—Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

#### 2.22—Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

#### 2.23— Endorsements

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

#### 2.24-Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

#### 2.25—EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

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1. Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.
2. Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.
3. Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following address: <http://eprocurement.ky.gov/attachments.htm>.
4. Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance. (Note: contracts below the second tier are exempt from EEO reporting.)
5. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.
6. Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.
7. All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: [Finance.ContractCompliance@ky.gov](mailto:Finance.ContractCompliance@ky.gov) or via telephone: (502) 564-2874.

## 2.26—Prevailing Wage

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

## 2.27—Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject

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to state sales or use taxes.

## 2.28—Extension Period

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

## 2.29—Extending Master Agreement To Other Agencies

The Division of Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).

## 2.30-Access to Records

The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review may be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884